

**SUBURBAN BANCORPORATION, INC.
EMPLOYEE STOCK OWNERSHIP PLAN**

1999 Amendment

WHEREAS, the Fifth Third Bank (the "Employer") as successor to Suburban Federal Savings Bank, maintains the Suburban Bancorporation, Inc. Employee Stock Ownership Plan (the "Plan") for employees who were previously employed by Suburban Federal Savings Bank; and

WHEREAS, the power of amendment is reserved in Section 16.1 of the Plan.

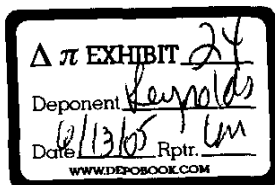
NOW THEREFORE, the Plan is hereby amended as follows, effective as of the date hereof:

1. Section 7.2 is amended in its entirety to read as follows:

7.2 Distribution -- Timing. If a Participant's employment terminates by reason of his retirement pursuant to Section 7.1, distribution to the Participant shall commence as soon as administratively feasible after the Participant elects commencement of his benefit. If the Participant elects a distribution of the Qualifying Employer Securities allocable to his Account, he shall receive a distribution of the number of whole shares allocable to his Account (and cash in lieu of any fractional shares). If the Participant elects a distribution of cash in lieu of the Qualifying Employer Securities allocable to his Account, the Participant shall receive the amount of the actual net proceeds of the Trustee's sale of such Qualifying Employer Securities. In such event, the Trustee may liquidate such Qualifying Employer Securities at such time as it deems necessary or appropriate in order to effectuate the cash distribution. The distribution attributable to the Participant's Other Investments Account shall be equal to the value of such Other Investments Account as of the Valuation Date immediately preceding the payment of the benefit.

2. Section 10.2 shall be amended in its entirety to read as follows:

10.2 Distribution - - Timing. If a Participant's employment terminates other than by reason of retirement, distribution to the Participant shall commence as soon as administratively feasible after the Participant elects commencement of his benefit. If the Participant elects a distribution of the Qualifying Employer Securities allocable to his Account, he shall receive a distribution of the number of whole



shares allocable to his Account (and cash in lieu of any fractional shares). If the Participant elects a distribution of cash in lieu of the Qualifying Employer Securities allocable to his Account, the Participant shall receive the amount of the actual net proceeds of the Trustee's sale of such Qualifying Employer Securities. In such event, the Trustee may liquidate such Qualifying Employer Securities at such time as it deems necessary or appropriate in order to effectuate the cash distribution. The distribution attributable to the Participant's Other Investments Account shall be equal to the value of such Other Investments Account as of the Valuation Date immediately preceding the payment of the benefit.

3. Change in Plan Amendment and Termination Procedure.

a. Section 16.1 of the Plan is amended by deleting "by action of the Board of Directors," in the first sentence and by adding the following at the end of said Section:

Any amendment to the Plan shall be by action of The Fifth Third Bank Pension and Profit Sharing Committee or the Director of Legal/Human Resources of Fifth Third Bank. If an amendment is being made by said Committee, it must be approved by a majority of the members of the Committee as constituted at the time of adoption of the amendment. Any amendment may be given retroactive effect as determined by said Committee or Director of Legal/Human Resources. An amendment may be evidenced in such manner as said Committee or Director of Legal/Human Resources shall determine. If the amendment is approved by said Committee, such evidence may include (but shall not be limited to) a written resolution signed by a majority of the members of the Committee or minutes of a meeting of the Committee reflecting approval by a majority of the members.

b. Section 17.1 of the Plan is amended by inserting "Company" in place of "Board of Directors" in the second sentence and by inserting the following at the end of such Section (as amended by the 1997 Amendment):

Any termination of the Plan shall be by action of The Fifth Third Bank Pension and Profit Sharing Committee or the Director of Legal/Human Resources of Fifth Third Bank. If the termination is being done by said Committee, it must be approved by a majority of the members of said Committee as constituted at the time of adoption of the termination. Any such termination may be given retroactive effect as determined by said Committee or Director of Legal/Human Resources. If the termination is approved by said Committee, it may be evidenced in such manner as said Committee shall determine, and such evidence may include (but shall not be limited to) a written resolution signed by a majority of the members of the Committee or minutes of a meeting of the Committee reflecting approval by a majority of the members.

IN WITNESS WHEREOF, the Company has caused this 1999 Amendment to be executed
on May 10, 1999.

COMPANY

FIFTH THIRD BANK (Successor to
Suburban Federal Savings Bank)

By: Paul L. Eynon

Its: Director of Legal/Human Resources

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